



TERMS AND CONDITIONS

1. Application of Terms and Conditions

- 1.1 These terms and conditions apply to all orders placed by the Customer with VAT for the Products, and all contracts entered into between VAT and the Customer for the supply of the Products.
- 1.2 No order for the Products from the Customer shall be binding on VAT until the order is accepted by VAT in writing or the Products that are the subject of the order are delivered to the Customer or a person nominated by the Customer.
- 1.3 VAT is not bound by the Customer's additional or different terms and conditions.

2. Quotation

- 2.1 Any quotation for the Products provided by VAT to the Customer is valid for 30 days.

3. Price and Payment

- 3.1 The price for the Products and Services shall be as specified in an invoice to the Customer. The price shall include the goods and services tax paid or payable by VAT.
- 3.2 The Customer shall pay the price without deduction in cash, by cheque, or by electronic funds transfer to a bank account nominated by VAT within thirty (30) days from the date of VAT's invoice.
- 3.3 If payment is not made by the due date, VAT, at its discretion, reserves the right to refer the account to a Mercantile Agency for collection.
- 3.4 The Customer and VAT agree that, if any amount is payable by VAT to the Customer under any agreement between VAT and the Customer, VAT may set such amount off against any amount owed to VAT or any Related Body Corporate (as defined in the Corporations Act 2001) by the Customer for the Products ordered by the Customer, and continue to do so until the amount owed by the Customer is paid in full.

4. Delivery

- 4.1 If the Customer requires the Products to be delivered to it or any other person nominated by the Customer, all delivery charges shall be paid by the Customer.
- 4.2 VAT reserves the right to have the Products delivered to the Customer or any other person nominated by the Customer, in instalments.

5. Risk and Ownership

- 5.1 Risk of damage to, or loss of, any of the Products will pass to the Customer upon the carrier taking possession of the Products. VAT shall not be responsible for insuring the Products in transit to the Customer or the person nominated by the Customer.
- 5.2 Ownership in the Products does not pass to the Customer until all amounts payable to VAT for the Products have been paid for in full.

6. Warranty and Remedies

- 6.1 VAT warrants to the Customer that the Products will be free from defects in material and workmanship for twelve (12) months from date of delivery.
- 6.2 The Customer may not assign this warranty to any person or entity, and no other person or entity shall have the benefit of it. Subject to 6.9, this warranty is exclusive and in lieu of all other warranties, whether written, oral, implied or statutory.
- 6.3 This warranty does not apply to any claim arising from or related to normal wear and tear, catastrophe, fault or negligence of a party other than VAT, improper installation, application, storage, maintenance or use of the Products, or other causes external to the Products, or failure to conform to any applicable recommendations of VAT. This warranty does not apply to batteries of any type used in connection with the Products.
- 6.4 If any of the Products fail to meet this limited warranty, VAT shall, at its option, correct any such failure, as soon as reasonably possible, by repairing any defective part or parts of the Product, or replacing any defective part or parts of the Product with an equivalent part or parts, or paying for the cost of having the defective part or parts of the Product repaired or replaced, or reimbursing the purchase price.
- 6.5 VAT shall pay for the freight to return defective Products to VAT and to deliver repaired or replacement parts or Products to the Customer. VAT shall not pay for the costs of removal of defective Products and installation of the repaired or replacement parts or Products.

- 6.6 VAT warrants that any repaired or replaced Product shall satisfy the warranty set out in 6.1 for the balance of the term of the warranty under 6.1 for the initial Product or for ninety (90) days, whichever is longer.
- 6.7 To assert a warranty claim the Customer must contact VAT to notify it of the defect and provide VAT with a written explanation of the defect in reasonable detail.
- 6.8 The preceding remedies are the exclusive remedies for claims based on any defect, failure, malfunction, or any other performance or non-performance of any Product caused by act or omission of VAT its employees, agents or contractors, whether the claim is in contract, indemnity, warranty, tort (including alleged negligence by VAT), strict liability or otherwise, and however instituted. Upon the expiration of the applicable limited warranty period, any liability of VAT in connection with such exclusive remedies shall terminate.
- 6.9 Nothing in this warranty, however, shall be construed as affecting any rights the Customer may have under the Trade Practices Act or any other Commonwealth or State Legislation which gives the Customer rights which cannot be modified or excluded by agreement.

7. Disclaimer

- 7.1 Except as otherwise expressly provided in these terms and conditions of sale and subject to 6.9, all statements, representations, provisions, conditions, promises, undertakings, covenants whether express or implied relating to any quotations submitted by VAT, orders accepted by VAT, or the Products (whether as to their quality, merchantability, or fitness for any purpose) are hereby excluded in their entirety and are of no effect whatsoever

8. Default

- 8.1 If the Customer:
 - 8.1.1 fails to make any payment on the due date for payment; or
 - 8.1.2 is an individual and becomes insolvent, bankrupt, commits an act of bankruptcy, compounds with or enters into any compromise or arrangement with its creditors or if a mortgagee takes possession of any of the Customer's assets; or
 - 8.1.3 is a company and has a provisional liquidator, liquidator, receiver, receiver and manager or official manager, trustee for creditors or in bankruptcy, administrator or analogous person appointed to it or its property, or if a mortgagee takes possession of any of the Customer's assets; the price for all Products shall become immediately due and payable, the Customer shall not sell or otherwise deal with any Products in its possession, and the Customer irrevocably authorises VAT to enter any premises and if necessary to act on the Customer's behalf (including using the Customer's name) to recover possession of the Products, whether or not the Products are fixed to any building or structure or otherwise.
- 8.2 If the Customer fails to make any payment on the due date for payment, VAT may also:
 - 8.2.1 Charge interest on the overdue amount in accordance with the Penalty Interest Rates Act, plus all costs in enforcing payment of the overdue amount, including the costs of the Mercantile Agency referred to in 3.3 as well as any legal costs incurred by VAT (on an indemnity basis); and
 - 8.2.2 Refuse to make any further deliveries or installations until the overdue amount, interest, and costs of enforcing payment have been paid.

9. Trade Names and Trademarks

- 9.1 The Customer acknowledges that the trade names "RSIalarm", "Videofied" and "Videofy", trademarks "RSIalarm", "RSI," "Videofy", and the "Videofied" logo are the property of RSI Alarm Inc, a Delaware corporation (RSI).
- 9.2 The Customer agrees that, unless it has RSI's or VAT's prior written consent, which consent may be subject to RSI's or VAT's directions and policies in relation to the use of the trade names and trademarks, the Customer shall
 - 9.2.1 have no license or other right, title, or interest to use the trade names and trademarks, or any other trademark, service mark, or trade name that is now or hereafter owned by RSI.
 - 9.2.2 without limiting the foregoing, not, in any manner, use the words "RSIalarm" or "RSI" or "Videofied" or any imitation or variant thereof as part of the Customer's trade name, company, or firm name, or within its telephone greeting, letterhead, stationery, telemarketing scripts or promotional items,
 - 9.2.3 not publish or display any materials that utilize the RSI Marks, unless VAT has approved the same in writing.
- 9.3 The Customer shall, to the best of its ability, not do or permit to be done any act or thing which might in any way impair the goodwill or other rights of RSI in the trade names and trademarks, or which might otherwise prejudice or damage the reputation of the trade names or trademarks.

10. Force Majeure

- 10.1 VAT shall use its commercially reasonable efforts to fulfill each order for the Products from the Customer within the period or by the date requested by the Customer. But if VAT is unable to fulfill any order within the requested time or by the requested date due to causes beyond the reasonable control of VAT, including but not limited to fire, theft, industrial action, acts of government, delay in obtaining or inability to obtain the Products or component parts thereof, or variation of the order by the Customer,

VAT shall have the right, in its sole discretion, and upon written notice to the Customer, to delay or cancel the order or any part thereof without liability to the Customer. Despite the cancellation by VAT of any part of an order, the Customer shall be liable for payment of the amount of the purchase price attributable to the part of the order fulfilled by VAT.

11. Installation

11.1 If the Customer installs the Products for an end-user or arranges for a third party to install the Products for an end-user, the Customer shall install the Products or ensure the Products are installed in accordance with the installation instructions provided by VAT as well as generally accepted procedures in the industry for the professional installation of security systems.

12. Indemnity

12.1 The Contractor will indemnify and keep indemnified VAT, its agents, employees, officers, and directors from and against any and all claims arising directly or indirectly out of or in connection with or related to

12.1.1 any breach of these Terms and Conditions; or

12.1.2 the sale, installation, maintenance or monitoring of the Products by the Customer; or

12.1.3 the installation, maintenance or monitoring of the Products by any person to whom the Customer has contracted to install, maintain or monitor the Products.

12.2 For the purposes of 12.1, "claims" means actions, demands, liabilities, losses, injuries, damages, suits, judgments, orders, decrees, costs and expenses of every description including without limitation consequential losses and damages.

13. WARNING

13.1.1 The Products are not intended for use in connection with any nuclear facility or activity. VAT disclaims all liability for any damage, injury or contamination arising from or related to such use, and the Customer shall indemnify VAT against any such liability, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) or otherwise.

14. General

14.1 Failure or omission by VAT at any time to enforce or require strict or timely compliance with any provision of these Terms and Conditions of Sale will not affect or impair that provision, or the right of VAT to avail itself of the remedies it may have in respect of any breach of a provision, in any way.

14.2 Any provision of these Terms and Conditions of Sale which is or becomes illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and will not invalidate the remaining provisions.

14.3 Any purchase and sale of the Products by the Customer shall be deemed to have been entered into in the state of Queensland, Australia, and shall be construed, enforced and performed in accordance with the laws of that State.

14.4 The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Queensland and courts entitled to hear appeals there from, and further agree that if the amount in dispute between the parties is:

14.4.1 less than \$50,000, the Magistrates Court of Maroochydore has jurisdiction; or

14.4.2 more than \$50,000, the District Court of Maroochydore has jurisdiction.

14.5 Customer will pay any legal costs (on an indemnity basis) incurred by VAT in the enforcement of these Terms and Conditions.

15. Definitions

"Customer" means the purchaser of the Products.

"VAT" means Video Alarm Technologies Pty Ltd (ACN: 124 252 035).

"Products" means the products purchased by the Customer and specified in an invoice to the Customer.

The Applicant agrees that the credit account shall be subject to the above terms and conditions.

SIGNED BY AUTHORISED OFFICER OF APPLICANT:

NAME OF AUTHORISED OFFICER OF APPLICANT:

DATE: